

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-02-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-02-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	170 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10250020-pem, Noida
Total Quantity/कुल मात्रा	32
Item Category/मद केटेगरी	MS ROD 40MM DIA
BOQ Title/बीओक्यू शीर्षक	MS ROD FOR BHADRADRI FGD PROJECT
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	10 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Payment Timelines	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Required	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	22

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

NOIDA

Account no. - 39922687394 IFSC Code- SBIN0017313 BRANCH- CAG II NEW DELHI  
(Bhel Pem Noida)

#### Splitting/विभाजन

Bid splitting not applied.

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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#### Details of the Competent Authority for MSE

Name of Competent Authority	NAINA SINGH
Designation of Competent Authority	SR MANAGER

Office / Department / Division of Competent Authority	PS-PEM PG-III BHEL
CA Approval Number	0120-4368762
Competent Authority Approval Date	06-02-2023
Brief Description of the Approval Granted by Competent Authority	THIS HAS APPROVAL OF COMPETENT AUTHORITY OF BHEL PEM. AS THIS ITEM FALLS UNDER NON - DIVISIBLE ITEM

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

#### **Reserved for Make In India products**

Reserved for Make In India products	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### **MS ROD 40MM DIA**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

Brand Type/ब्रांड का प्रकार	Unbranded
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**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Soumendra Nath Mandal	507117,BHARAT HEAVY ELECTRICALS LIMITED, SITE OFFICE 4X270 MW BHADRADRI TPS, TSGENCO OFFICE RAMANUJAVARAM (V), MANUGURU (M) DISTRICT- BHADRADRI KOTHAGUDEM PIN- 507117 (TELANGANA).	32	365

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**2. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**3. Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

##### **Additional clauses of NIT**

##### **1. Liquidated Damages: -**

- a) **Main Supply:-** Purchaser reserves the right to recover from the Seller / Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total main supply & commissioning spares contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply & commissioning Spares contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

##### **NOTE:**

i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.

ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.

iv. The sum specified above is not a penalty but a genuine pre -estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.

##### **2. Risk & Cost Purchase**

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases :

i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;

ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;

iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;

iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;

- v) Termination of Contract on account of any other reason (s) attributable to Seller.
- vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;
- viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
- ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;
- x) Non-compliance to any contractual condition or any other default attributable to Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

## 2.1 **Risk & Cost Amount against Balance Work**

Risk & Cost amount against balance work shall be calculated as follows :

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (\*) as per rates of new contract

B= Value of Balance scope of Work (\*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

## 2.2 **Balance scope of work (in case of termination of contract):**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract . If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract

quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work'

for calculating Risk & Cost amount.

## **2.3 LD against delay in executed work in case of Termination of Contract**

LD against delay in executed work shall be calculated in line with above LD clause, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract " is given below.

i. Let the time period from scheduled date of start of work till termination of contract excluding the period of

Hold (if any) not attributable to contractor = T1

ii. Let the value of executed work till the time of termination of contract = X

iii. Let the Total Executable Value of work for which inputs /fronts were made available to contractor and were

planned for execution till termination of contract = Y

iv. Delay in executed work attributable to contractor i.e.  $T2 = [1 - (X/Y)] \times T1$

v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to

contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor

## **2.4 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor**

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract .

b) Dues payable to seller against other contracts in the same Region /Unit/ Division of BHEL.

c) Dues payable to seller against other contracts in the different Region /Unit/ division of BHEL.

In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

3. For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately), Insurance Intimation to underwriter through email/fax, Dispatch Clearance.

### **B. Following ATC available in GEM shall also be part of NIT: -**

i. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

ii. Bidders are advised to check applicable GST on their own before quoting . Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

iii. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

iv. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### **Additional Terms and Conditions for subject Tender Enquiry to be complied by Bidders for**

### **Consideration in this tender:**

- A.** Bidders to ensure that Third party/Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and E-mail Id. In case the same is found not available, BHEL has the right to reject such document from evaluation.
- B.** "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline date 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipment's etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start up /MSME".
- C.** **Guarantee & Warrantee** shall be as per Cl. No. 10 of GTC on GeM for the bid . However, Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract for Main Supply.
- D.** Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM).
- E.** **Terms of Delivery:** - Terms of delivery shall be F .O.R. dispatch station. All dispatches shall be through Road Carriers on Freight Pre-Paid basis. Road Permit/E-way Bill if required will be arranged by Supplier. However, loading & Transit insurance shall be in the scope of Seller and unloading of items at delivery point shall be in the scope of BHEL. Bidder to quote prices accordingly.
- F.** Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter.
- G.** Bidder has to provide the details as per TECHNICAL PQR (attached with Specifications of product catalogue) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements'. The terms of technical PQR shall prevail in conflict (if any).
- H.** PQR criteria uploaded with Buyer uploaded Bid Specific document shall prevail Value of Experience criteria and Past performance parameter mentioned in GeM bid.
- I.** Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.
- J.** All Bidders shall be required to submit applicable Freight % & GST % included in their prices during clarification stage of Tender.
- K.** Performance Bank Guarantee: shall be as per Cl. No. 7 of GTC of GeM. Performance Security amount shall be @5% of the value of contract value .
- L.** **Payment Terms:** For Supply Portion: - As per clause no. 12 (i) of GTC on GeM. Supplier has to provide original+1 copy of Tax invoice, Packing List, LR /RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.
- Offline payment mode shall be selected. Payment will be released within 90 days for Non MSME after submission of complete documents (45 days for Micro & Small Enterprises (MSEs), 60 days for Medium Enterprises.
- M.** **Bid reserved for Make in India products:** - Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document as **SIXTY (60)%**. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification (as per enclosed annexure-IV) as per para 9 of PP-MII order revision dated 16.09.2020.



**N. This is conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to following: -**

- (i) Techno-Commercial evaluation/recommendation by BHEL.
- (ii) Qualification of Technical PQR
- (iii) Offered item should mandatorily conform to PP-MII order provisions.

(iv) Approval of vendor from end Customer (TSGENCO). shall be taken up by BHEL-PEM with customer. Bidders who are not approved from TSGENCO (end customer) should furnish the credentials as per TSGENCO (end customer) format – (Annexure –A) along with their bid.

**O. Consignee Details** (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details.

**P.** The Bidder has to declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

**Q. Bidders to ensure the following: -**

- Ensure compliance to Ministry of Power (MoP) Order No. 11/05/2018-Coord. dt. 28/07/2020, if applicable.
- Ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
- to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. Bidder to submit the following undertaking on their letter head duly signed from the highest competent authority at your end (i.e Owner, partner, CMD, Director etc.)

**"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered"**

Note: - This bidder is to be replaced with bidders' organizational name.

**R. Delivery Period:** Delivery period for sake of GeM bid shall be chosen as 365 days from PO date . This is Indicative only. However, this period shall not be considered for Delivery and Delay analysis purpose .

For Delivery and delay analysis purpose, delivery schedule mentioned below shall be considered for this tender:

**Delivery Period: 60 days from the date of PO.** Other terms of delivery mentioned in Annexure - II.

**S.** For registration in BHEL PEM- Online registration portal is operational, Non-registered Vendors who wish to apply for registration in BHEL-PEM can apply through Online Registration Portal available at [www.pem.bhel.com](http://www.pem.bhel.com) - vendor section - Online Supplier Registration . All credentials and/or documents duly signed and stamped related to registration can be uploaded on the website and submit the application for

registration. However, registration of suppliers is not mandatory in case of open tender

- T.** Instructions to Packing List (annexure -III) and Certification reg. Local content (annexure -IV) to be complied by bidders.
- U. Quantity Variation:** - Qty Variation shall be 0%.
- V.** Material shall be dispatched by vendor after issuance of MDCC by BHEL only .
- W.** All the Buyer Added Bid Specific Additional Terms and Conditions shall supersede relevant terms & conditions of GeM GTC and shall prevail in case of conflict with any other terms & conditions of tender (if any).
- X.** All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid from GeM library and GTC version 4.0 (Version 1.6) available on GeM Portal on enquiry floating date shall be applicable.

#### 6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**